

<i>SERFF Tracking Number:</i>	<i>HUMA-126898234</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Humana Insurance Company</i>	<i>State Tracking Number:</i>	<i>47282</i>
<i>Company Tracking Number:</i>	<i>AR-10-015</i>		
<i>TOI:</i>	<i>H06 Health - Conversion</i>	<i>Sub-TOI:</i>	<i>H06.000 Health - Conversion</i>
<i>Product Name:</i>	<i>Conversion</i>		
<i>Project Name/Number:</i>	<i>CC532 and CC549/CC532 and CC549</i>		

Filing at a Glance

Company: Humana Insurance Company

Product Name: Conversion

TOI: H06 Health - Conversion

Sub-TOI: H06.000 Health - Conversion

Filing Type: Form

SERFF Tr Num: HUMA-126898234 State: Arkansas

SERFF Status: Closed-Approved-
Closed

Co Tr Num: AR-10-015

Author: Wendy Jeffries

Date Submitted: 11/09/2010

State Status: Approved-Closed

Reviewer(s): Rosalind Minor

Disposition Date: 11/19/2010

Disposition Status: Approved-
Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name: CC532 and CC549

Project Number: CC532 and CC549

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 11/19/2010

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: n/a

Market Type: Group

Group Market Size: Small

Group Market Type: Employer

Explanation for Other Group Market Type:

State Status Changed: 11/19/2010

Created By: Wendy Jeffries

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Wendy Jeffries

PPACA: Not PPACA-Related

Filing Description:

We respectfully submit for your review and approval on a general use basis the attached amendment to update language.

Thank you for your attention to this filing. Should you have any questions, please do not hesitate to contact me at 1-800-664-4140, ext. 1783, via fax to 502-508-1783 or E-mail to wjeffries@humana.com.

Company and Contact

<i>SERFF Tracking Number:</i>	<i>HUMA-126898234</i>	<i>State:</i>	<i>Arkansas</i>
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Filing Contact Information

Wendy Jeffries, Regional Contract Analyst	wjeffries@humana.ocm
321 W. Main Street	502-580-1783 [Phone]
6th Floor, East Tower	
Louisville, KY 40202	

Filing Company Information

Humana Insurance Company	CoCode: 73288	State of Domicile: Wisconsin
1100 Employers Boulevard	Group Code: 119	Company Type: Life & Health
Green Bay, WI 54344	Group Name:	State ID Number:
(800) 558-4444 ext. [Phone]	FEIN Number: 39-1263473	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	1 FORM AT \$50 PER FORM EQUALS \$50
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Humana Insurance Company	\$50.00	11/09/2010	41714957

SERFF Tracking Number:	HUMA-126898234	State:	Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	11/19/2010	11/19/2010

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	11/18/2010	11/18/2010	Wendy Jeffries	11/19/2010	11/19/2010

<i>SERFF Tracking Number:</i>	<i>HUMA-126898234</i>	<i>State:</i>	<i>Arkansas</i>
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Disposition

Disposition Date: 11/19/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>HUMA-126898234</i>	<i>State:</i>	<i>Arkansas</i>
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	Yes
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Supporting Document	PPACA Uniform Compliance Summary	Approved-Closed	Yes
Form (revised)	AMENDMENT	Approved-Closed	Yes
Form	AMENDMENT	Replaced	Yes

SERFF Tracking Number: HUMA-126898234 *State:* Arkansas
Filing Company: Humana Insurance Company *State Tracking Number:* 47282
Company Tracking Number: AR-10-015
TOI: H06 Health - Conversion *Sub-TOI:* H06.000 Health - Conversion
Product Name: Conversion
Project Name/Number: CC532 and CC549/CC532 and CC549

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 11/18/2010

Submitted Date 11/18/2010

Respond By Date

Dear Wendy Jeffries,

This will acknowledge receipt of the captioned filing.

Objection 1

- AMENDMENT, AMEND AR 10/2010 (Form)

Comment:

With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

SERFF Tracking Number: HUMA-126898234 State: Arkansas
Filing Company: Humana Insurance Company State Tracking Number: 47282
Company Tracking Number: AR-10-015
TOI: H06 Health - Conversion Sub-TOI: H06.000 Health - Conversion
Product Name: Conversion
Project Name/Number: CC532 and CC549/CC532 and CC549

Response Letter

Response Letter Status Submitted to State
Response Letter Date 11/19/2010
Submitted Date 11/19/2010

Dear Rosalind Minor,

Comments:

Response 1

Comments: I revised the language to indicate no time limit.

Related Objection 1

Applies To:

- AMENDMENT, AMEND AR 10/2010 (Form)

Comment:

With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
AMENDMENT	AMEND AR	10/2010	Certificate Amendment, Insert Page, Endorsement or Rider	Initial			AR CC532 CC549 Amend 10-2010 revised.pdf

Previous Version

AMENDMENT	AMEND		Certificate Amendment,	Initial			AR CC532
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<i>SERFF Tracking Number:</i>	<i>HUMA-126898234</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Project Name/Number:</i>	<i>CC532 and CC549/CC532 and CC549</i>		
	<i>AR</i>	<i>Insert Page, Endorsement</i>	<i>CC549</i>
	<i>10/2010</i>	<i>or Rider</i>	<i>Amend</i>
			<i>10-</i>
			<i>2010.pdf</i>

No Rate/Rule Schedule items changed.

Sincerely,
Wendy Jeffries

SERFF Tracking Number:	HUMA-126898234	State:	Arkansas
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TOI:	H06 Health - Conversion	Sub-TOI:	H06.000 Health - Conversion
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Form Schedule

Lead Form Number: AMEND AR 10/2010

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 11/19/2010	AMEND AR 10/2010	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	AMENDMENT	Initial			AR CC532 CC549 Amend 10- 2010 revised.pdf

AMENDMENT

This amendment is made part of the Policy to which it is attached. The effective date of this change is the latter of the effective date of the Policy or the date this benefit is added to the Policy.

All terms used in this amendment have the same meaning given to them in the Policy unless otherwise specifically defined in this amendment. Except as modified below all Policy terms, conditions and limitations apply.

DEFINITIONS

The definition of **Dependent** is removed from **Your** Policy and is replaced by the following:

DEPENDENT

Dependent means a **Policyholder's**:

- Legally recognized spouse;
- Unmarried natural born child, step-child, legally adopted child, or child placed for adoption whose age is less than the limiting age; or
- Unmarried grandchild or great grandchild if a written power of attorney exists that gives a grandparent authority to act on behalf of the grandchild. A parent of a minor child may delegate to any grandparent residing in this state, caregiving authority regarding the minor child when hardship prevents the parent from caring for the child.
- Unmarried child whose age is less than the limiting age and for whom the **Policyholder** has received a Qualified Medical Child Support Order (QMCSO) or National Medical Support Notice (NMSN) to provide coverage, if the **Policyholder** is eligible for family coverage until:
 - Such QMCSO or NMSN is no longer in effect; or
 - The child is enrolled for comparable health coverage, which is effective no later than the termination of the child's coverage under the Policy.

[Under no circumstances shall **Dependent** mean a foster child or emancipated minor [including where the foster child or emancipated minor][, unless the child] meets all of the qualifications of a **Dependent** as determined by the Internal Revenue Service.]

The coverage for each **Dependent** child is subject to the following limiting age(s):

- The [birthday][,] [end of the month][,] [end of the year][,] [first of the month] [following the date] that he or she attains the age of [18 – 26]; or
- The [birthday][,] [end of the month][,] [end of the year][,] [first of the month] [following the date] that he or she attains the age of [26 – 27], if such child is in regular full-time attendance at an accredited secondary school, college or university, or licensed technical school. The **Dependent** child must be

AMENDMENT (continued)

enrolled for sufficient course credits to maintain full-time status as defined by that school. A **Dependent** child continues to be eligible for coverage for:

- Up to four months following the close of a school term if enrolled as a full-time student for the following school term; or
- The earlier of the following if the **Dependent** child takes a **Medically Necessary Leave of Absence**:
 - Up to one year after the first day of the **Medically Necessary Leave of Absence**; or
 - The date coverage would otherwise terminate under the Policy.

We must receive written certification from the **Dependent** child's **Qualified Practitioner** that the **Dependent** child has a serious **Bodily Injury** or **Sickness** requiring a **Medically Necessary Leave of Absence**.

You must furnish satisfactory proof to **Us**, upon **Our** request, that the above conditions continuously exist. If satisfactory proof is not submitted to **Us**, the child's coverage will not continue beyond the last date of eligibility.

A **Covered Dependent** child who becomes a covered person eligible for other group coverage through employment is no longer eligible as a **Dependent** for coverage under the Policy.

A **Covered Dependent** child who attains the limiting age while covered under the Policy remains eligible if the **Covered Dependent** child is:

- Mentally or physically handicapped; and
- Incapable of self-sustaining employment; and
- Unmarried.

In order for the **Covered Dependent** child to remain eligible as specified above after attaining the limiting age, **You** must furnish satisfactory proof to *us* that the above conditions continuously exist.

A handicapped **Dependent** child, as defined in the bulleted items above, who attained the limiting age while covered under the employer's previous group medical plan is eligible for coverage under this plan.

You must furnish satisfactory proof to **Us** upon **Our** request that the conditions, as defined in the bulleted items above, continuously exist on and after the date the limiting age is reached. After two years from the date the first proof was furnished, **We** may not request such proof more often than annually. If satisfactory proof is not submitted to **Us**, the child's coverage will not continue beyond the last date of eligibility.

AMENDMENT (continued)

The definition of **Functional Impairment** is added to the Definitions section of the Policy as follows:

FUNCTIONAL IMPAIRMENT

Functional Impairment means a direct and measurable reduction in physical performance of an organ or body part.

The definition of **Durable Medical Equipment** is removed from the Policy and is replaced by the following:

DURABLE MEDICAL EQUIPMENT

Durable Medical Equipment means equipment that meets all of the following criteria:

- It is prescribed by a **Qualified Practitioner**;
- It can withstand repeated use;
- [It is primarily and customarily used for medical purpose rather than being primarily for comfort or convenience;]
- [It is generally not useful to **You** in the absence of **Sickness** or **Bodily Injury**;]
- [It is appropriate for home use [or use at other locations as necessary for daily living];]
- [It is related to and meets the basic functional needs of **Your** physical disorder;]
- [It is not typically furnished by a **Hospital** or **Free-Standing Surgical Facility**;]
- [It is **Medically Necessary** and necessitated by **Your Bodily Injury** or **Sickness**;] [and]
- It is provided in the most cost effective manner [required by **Your** condition, including], at **Our** discretion, rental or purchase.]

The definition of **Medically Necessary** is removed from the Policy and is replaced by the following:

MEDICALLY NECESSARY

Medically Necessary means health care services that a **Qualified Practitioner** exercising prudent clinical judgment would provide to his or her patient for the purpose of preventing, evaluating, diagnosing or treating a **Sickness** or **Bodily Injury**, or its symptoms. Such health care service must be:

- In accordance with nationally recognized standards of medical practice;
- Clinically appropriate in terms of type, frequency, extent, site and duration, and considered effective for the patient's **Sickness** or **Bodily Injury**;
- Not primarily for the convenience of the patient, physician or other **Qualified Practitioner**; and
- Not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the patient's **Sickness** or **Bodily Injury**.

AMENDMENT (continued)

For the purpose of **Medically Necessary**, generally accepted standards of medical practice means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, Physician Specialty Society recommendations, the views of physicians practicing in relevant clinical areas and any other relevant factors.

The definition of **Medically Necessary Leave of Absence** is added to the Definitions section of the Policy as follows:

MEDICALLY NECESSARY LEAVE OF ABSENCE

Medically Necessary Leave of Absence means a leave of absence for a **Covered Dependent** child, who is no longer enrolled for sufficient course credits to maintain full-time status as defined by an accredited secondary school, college or university, or licensed technical school or had any other change in enrollment at such institution.

The **Medically Necessary Leave of Absence** must:

- Begin due to a **Bodily Injury** or **Sickness**;
- Be determined necessary by the **Dependent** child's **Qualified Practitioner**, who must send Us written certification; and
- Cause the **Dependent** child to lose full-time student status as defined in the definition of '**Dependent**'.

Notwithstanding any other provision outlined in the Major Medical Benefits section of the Policy, the following are considered **Covered Expenses** under the Policy, subject to all other terms, provisions, limitations and exclusions of the Policy:

MAJOR MEDICAL BENEFITS

PHYSICAL MEDICINE AND REHABILITATIVE SERVICES BENEFIT

We will pay benefits for **Covered Expenses** incurred by **You** for the following physical medicine and/or rehabilitative services for a documented **Functional Impairment**[.] [or] pain, [or developmental defect] as ordered by a **Qualified Practitioner** and performed by a **Qualified Practitioner**:

- [Physical therapy services;]
- [Occupational therapy services;]
- [Spinal manipulations/adjustments [without anesthesia] [performed in a **Qualified Practitioner's** office][.] [or] on an inpatient or outpatient basis [or in a rehabilitation facility];]
- [Speech therapy or speech pathology services;]
- [Audiology services;]
- [Cognitive rehabilitation services;]
- [Respiratory or pulmonary therapy services;] [and]
- [Cardiac rehabilitation services][.]

AMENDMENT (continued)

The "Benefit Provisions" section shows the maximum number of visits for physical medicine and/or rehabilitative services, if any.

HOME HEALTH CARE

We will pay benefits for **Covered Expenses** incurred by **You** in connection with a home health care plan. All home health care services and supplies must be provided on a part-time or intermittent basis to **You** in conjunction with the approved home health care plan.

[The number of visits allowed by a representative of a home health care agency is limited to not more than 120 home health visits per year.] [A visit by any representative of a home health care agency of [two - 12] hours or less will be counted as one visit.]

Home health care **Covered Expenses** include:

- [Care provided by a nurse;]
- [[Physical,] [occupational,] [respiratory] [or] [speech] [therapy,] [medical social work] [and] [nutrition services]][:]
- [Charges for services of a home health aide;] [and]
- [[Medical appliances,] [equipment] [and] [laboratory services].]

Home health care **Covered Expenses** do not include:

- [Charges for mileage or travel time to and from the **Covered Person's** home;]
- [Wage or shift differentials for any representative of a home health care agency;]
- [Charges for supervision of home health care agencies;]
- [Custodial care;] or
- [The provision or administration of self-administered injectable drugs; unless otherwise determined by Us.]

NEWBORN BENEFITS/SICK BABY BENEFITS

Sick Baby **Covered Expenses** are **Expense Incurred** by a **Covered Dependent** newborn child for the following:

- **Bodily Injury** or **Sickness**;
- **Medically Necessary** care and treatment for premature birth;
- Medically diagnosed birth defects and abnormalities; and
- Surgery to repair or restore any body part necessary to achieve normal body functioning.

Covered Expenses do NOT include **Expense Incurred** for plastic or cosmetic surgery, EXCEPT surgery for:

- Reconstruction due to **Bodily Injury**, infection or other disease of the involved part; or
- Congenital disease or anomaly of a **Covered Dependent** child which resulted in a **Functional**

AMENDMENT (continued)

Impairment.

OTHER SERVICES AND SUPPLIES

- Certain oral surgical operations as follows:
 - Excision of partially or completely impacted teeth;
 - Excisions of tumors and cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth when such conditions require pathological examinations;
 - Surgical procedures required to correct accidental injuries of the jaws, cheeks, lips, tongue, roof and floor of the mouth;
 - Reduction of fractures and dislocation of the jaw;
 - External incision and drainage of cellulitis;
 - Incision of accessory sinuses, salivary glands or ducts;
 - Frenectomy (the cutting of the tissue in the midline of the tongue; and
 - Orthognathic surgery for a congenital anomaly, **Bodily Injury** or **Sickness** causing a **Functional Impairment**.

MEDICAL BENEFITS – LIMITATIONS AND EXCLUSIONS

The limitations and exclusions section of the Policy is modified as follows:

This Policy does NOT provide benefits for:

- **Sickness** or **Bodily Injury** caused by the member:
 - engagement in an illegal occupation; or
 - commission of or an attempt to commit a criminal act.

This exclusion does not apply to the extent inconsistent with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), such as a **Sickness** or **Bodily Injury** due to an act of domestic violence or a medical condition (including both physical and mental health conditions).

- Vitamins, dietary supplements, and dietary formulas, except enteral formulas, nutritional supplements or low protein modified food products for the treatment of an inherited metabolic disease, e.g. phenylketonuria (PKU).

Humana Insurance Company

[Signature of Officer]

[Typed Name of Officer]

[Title of Officer]

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Product Name:	Conversion		
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Supporting Document Schedules

	Item Status:	Status
		Date:
Satisfied - Item: Flesch Certification	Approved-Closed	11/19/2010
Comments:		
Attachments:		
AR-10-015 Certificate of Compliance-Bulletin 9-85.pdf		
AR-10-015 Certification of Compliance-Rule & Regulation 19.pdf		

	Item Status:	Status
		Date:
Bypassed - Item: Application	Approved-Closed	11/19/2010
Bypass Reason: N/A		
Comments:		

	Item Status:	Status
		Date:
Bypassed - Item: Health - Actuarial Justification	Approved-Closed	11/19/2010
Bypass Reason: N/A		
Comments:		

	Item Status:	Status
		Date:
Bypassed - Item: Outline of Coverage	Approved-Closed	11/19/2010
Bypass Reason: N/A		
Comments:		

	Item Status:	Status
		Date:
Bypassed - Item: PPACA Uniform Compliance Summary	Approved-Closed	11/19/2010
Bypass Reason: N/A		
Comments:		

TO: Arkansas Department of Insurance
1200 West Third Street
Little Rock, AR 72201-1904

RE: GROUP HEALTH INSURANCE FORMS FILING
HUMANA INSURANCE COMPANY
POLICY SERIES: CC2003
NAIC#: 73288
FEIN#: 39-1263473
INTERNAL FILING NUMBER: AR-10-015

CERTIFICATION OF COMPLIANCE

I have reviewed or supervised the review of the policy forms contained in this filing and hereby certify to the best of my knowledge and belief that they are in compliance with Bulletin 9-85 of the state of Arkansas.



(Signature)

J. Gregory Catron
Vice President and Assistant General Counsel
Humana Insurance Company

11/09/2010

(Date)

Individual responsible for this filing:

Wendy Jeffries
Contract Analyst
Product Compliance

TO: State of Arkansas
Office of the Commissioner of Insurance
1200 West Third Street
Little Rock, AR 72201-1904

FORM: See Form Schedule tab for a list of forms.

CERTIFICATION OF COMPLIANCE
Arkansas Rule and Regulation 19

I, J. Gregory Catron, an officer of Humana Insurance Company, hereby certify that I have authority to bind and obligate the company by the filing of this form. I further certify that, to the best of my knowledge, information and belief:

- (a) The accompanying form as identified above does comply with all applicable provisions of the Arkansas Rule and Regulation 19; and
- (b) The form does meet the Flesch reading ease test for a score of 40 for all applicable policies, certificates and certificate riders unless the Commissioner of Insurance of the State of Arkansas requires a lower score;



J. Gregory Catron
Vice President and Assistant General Counsel
Humana Insurance Company

November 9, 2010
Date

Individual responsible for this filing:

Wendy Jeffries
Contract Analyst
Product Compliance

<i>SERFF Tracking Number:</i>	<i>HUMA-126898234</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Humana Insurance Company</i>	<i>State Tracking Number:</i>	<i>47282</i>
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Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
11/09/2010	Form	AMENDMENT	11/19/2010	AR CC532 CC549 Amend 10-2010.pdf (Superceded)

AMENDMENT

This amendment is made part of the Policy to which it is attached. The effective date of this change is the latter of the effective date of the Policy or the date this benefit is added to the Policy.

All terms used in this amendment have the same meaning given to them in the Policy unless otherwise specifically defined in this amendment. Except as modified below all Policy terms, conditions and limitations apply.

DEFINITIONS

The definition of **Dependent** is removed from **Your** Policy and is replaced by the following:

DEPENDENT

Dependent means a **Policyholder's**:

- Legally recognized spouse;
- Unmarried natural born child, step-child, legally adopted child, or child placed for adoption whose age is less than the limiting age; or
- Unmarried grandchild or great grandchild if a written power of attorney exists that gives a grandparent authority to act on behalf of the grandchild. A parent of a minor child may delegate to any grandparent residing in this state, caregiving authority regarding the minor child when hardship prevents the parent from caring for the child.
- Unmarried child whose age is less than the limiting age and for whom the **Policyholder** has received a Qualified Medical Child Support Order (QMCSO) or National Medical Support Notice (NMSN) to provide coverage, if the **Policyholder** is eligible for family coverage until:
 - Such QMCSO or NMSN is no longer in effect; or
 - The child is enrolled for comparable health coverage, which is effective no later than the termination of the child's coverage under the Policy.

[Under no circumstances shall **Dependent** mean a foster child or emancipated minor [including where the foster child or emancipated minor][, unless the child] meets all of the qualifications of a **Dependent** as determined by the Internal Revenue Service.]

The coverage for each **Dependent** child is subject to the following limiting age(s):

- The [birthday][,] [end of the month][,] [end of the year][,] [first of the month] [following the date] that he or she attains the age of [18 – 26]; or
- The [birthday][,] [end of the month][,] [end of the year][,] [first of the month] [following the date] that he or she attains the age of [26 – 27], if such child is in regular full-time attendance at an accredited secondary school, college or university, or licensed technical school. The **Dependent** child must be

AMENDMENT (continued)

enrolled for sufficient course credits to maintain full-time status as defined by that school. A **Dependent** child continues to be eligible for coverage for:

- Up to four months following the close of a school term if enrolled as a full-time student for the following school term; or
- The earlier of the following if the **Dependent** child takes a **Medically Necessary Leave of Absence**:
 - Up to one year after the first day of the **Medically Necessary Leave of Absence**; or
 - The date coverage would otherwise terminate under the Policy.

We must receive written certification from the **Dependent** child's **Qualified Practitioner** that the **Dependent** child has a serious **Bodily Injury** or **Sickness** requiring a **Medically Necessary Leave of Absence**.

You must furnish satisfactory proof to **Us**, upon **Our** request, that the above conditions continuously exist. If satisfactory proof is not submitted to **Us**, the child's coverage will not continue beyond the last date of eligibility.

A **Covered Dependent** child who becomes a covered person eligible for other group coverage through employment is no longer eligible as a **Dependent** for coverage under the Policy.

A **Covered Dependent** child who attains the limiting age while covered under the Policy remains eligible if the **Covered Dependent** child is:

- Mentally or physically handicapped; and
- Incapable of self-sustaining employment; and
- Unmarried.

In order for the **Covered Dependent** child to remain eligible as specified above, **We** must receive notification within 31 days prior to the **Covered Dependent** child attaining the limiting age.

A handicapped **Dependent** child, as defined in the bulleted items above, who attained the limiting age while covered under the employer's previous group medical plan is eligible for coverage under this plan.

You must furnish satisfactory proof to **Us** upon **Our** request that the conditions, as defined in the bulleted items above, continuously exist on and after the date the limiting age is reached. After two years from the date the first proof was furnished, **We** may not request such proof more often than annually. If satisfactory proof is not submitted to **Us**, the child's coverage will not continue beyond the last date of eligibility.

AMENDMENT (continued)

The definition of **Functional Impairment** is added to the Definitions section of the Policy as follows:

FUNCTIONAL IMPAIRMENT

Functional Impairment means a direct and measurable reduction in physical performance of an organ or body part.

The definition of **Durable Medical Equipment** is removed from the Policy and is replaced by the following:

DURABLE MEDICAL EQUIPMENT

Durable Medical Equipment means equipment that meets all of the following criteria:

- It is prescribed by a **Qualified Practitioner**;
- It can withstand repeated use;
- [It is primarily and customarily used for medical purpose rather than being primarily for comfort or convenience;]
- [It is generally not useful to **You** in the absence of **Sickness** or **Bodily Injury**;]
- [It is appropriate for home use [or use at other locations as necessary for daily living];]
- [It is related to and meets the basic functional needs of **Your** physical disorder;]
- [It is not typically furnished by a **Hospital** or **Free-Standing Surgical Facility**;]
- [It is **Medically Necessary** and necessitated by **Your Bodily Injury** or **Sickness**;] [and]
- It is provided in the most cost effective manner [required by **Your** condition, including], at **Our** discretion, rental or purchase.]

The definition of **Medically Necessary** is removed from the Policy and is replaced by the following:

MEDICALLY NECESSARY

Medically Necessary means health care services that a **Qualified Practitioner** exercising prudent clinical judgment would provide to his or her patient for the purpose of preventing, evaluating, diagnosing or treating a **Sickness** or **Bodily Injury**, or its symptoms. Such health care service must be:

- In accordance with nationally recognized standards of medical practice;
- Clinically appropriate in terms of type, frequency, extent, site and duration, and considered effective for the patient's **Sickness** or **Bodily Injury**;
- Not primarily for the convenience of the patient, physician or other **Qualified Practitioner**; and
- Not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the patient's **Sickness** or **Bodily Injury**.

AMENDMENT (continued)

For the purpose of **Medically Necessary**, generally accepted standards of medical practice means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, Physician Specialty Society recommendations, the views of physicians practicing in relevant clinical areas and any other relevant factors.

The definition of **Medically Necessary Leave of Absence** is added to the Definitions section of the Policy as follows:

MEDICALLY NECESSARY LEAVE OF ABSENCE

Medically Necessary Leave of Absence means a leave of absence for a **Covered Dependent** child, who is no longer enrolled for sufficient course credits to maintain full-time status as defined by an accredited secondary school, college or university, or licensed technical school or had any other change in enrollment at such institution.

The **Medically Necessary Leave of Absence** must:

- Begin due to a **Bodily Injury** or **Sickness**;
- Be determined necessary by the **Dependent** child's **Qualified Practitioner**, who must send Us written certification; and
- Cause the **Dependent** child to lose full-time student status as defined in the definition of '**Dependent**'.

Notwithstanding any other provision outlined in the Major Medical Benefits section of the Policy, the following are considered **Covered Expenses** under the Policy, subject to all other terms, provisions, limitations and exclusions of the Policy:

MAJOR MEDICAL BENEFITS

PHYSICAL MEDICINE AND REHABILITATIVE SERVICES BENEFIT

We will pay benefits for **Covered Expenses** incurred by **You** for the following physical medicine and/or rehabilitative services for a documented **Functional Impairment**[.] [or] pain, [or developmental defect] as ordered by a **Qualified Practitioner** and performed by a **Qualified Practitioner**:

- [Physical therapy services;]
- [Occupational therapy services;]
- [Spinal manipulations/adjustments [without anesthesia] [performed in a **Qualified Practitioner's** office][.] [or] on an inpatient or outpatient basis [or in a rehabilitation facility];]
- [Speech therapy or speech pathology services;]
- [Audiology services;]
- [Cognitive rehabilitation services;]
- [Respiratory or pulmonary therapy services;] [and]
- [Cardiac rehabilitation services][.]

AMENDMENT (continued)

The "Benefit Provisions" section shows the maximum number of visits for physical medicine and/or rehabilitative services, if any.

HOME HEALTH CARE

We will pay benefits for **Covered Expenses** incurred by **You** in connection with a home health care plan. All home health care services and supplies must be provided on a part-time or intermittent basis to **You** in conjunction with the approved home health care plan.

[The number of visits allowed by a representative of a home health care agency is limited to not more than 120 home health visits per year.] [A visit by any representative of a home health care agency of [two - 12] hours or less will be counted as one visit.]

Home health care **Covered Expenses** include:

- [Care provided by a nurse;]
- [[Physical,] [occupational,] [respiratory] [or] [speech] [therapy,] [medical social work] [and] [nutrition services]][:]
- [Charges for services of a home health aide;] [and]
- [[Medical appliances,] [equipment] [and] [laboratory services].]

Home health care **Covered Expenses** do not include:

- [Charges for mileage or travel time to and from the **Covered Person's** home;]
- [Wage or shift differentials for any representative of a home health care agency;]
- [Charges for supervision of home health care agencies;]
- [Custodial care;] or
- [The provision or administration of self-administered injectable drugs; unless otherwise determined by Us.]

NEWBORN BENEFITS/SICK BABY BENEFITS

Sick Baby **Covered Expenses** are **Expense Incurred** by a **Covered Dependent** newborn child for the following:

- **Bodily Injury** or **Sickness**;
- **Medically Necessary** care and treatment for premature birth;
- Medically diagnosed birth defects and abnormalities; and
- Surgery to repair or restore any body part necessary to achieve normal body functioning.

Covered Expenses do NOT include **Expense Incurred** for plastic or cosmetic surgery, EXCEPT surgery for:

- Reconstruction due to **Bodily Injury**, infection or other disease of the involved part; or
- Congenital disease or anomaly of a **Covered Dependent** child which resulted in a **Functional**

AMENDMENT (continued)

Impairment.

OTHER SERVICES AND SUPPLIES

- Certain oral surgical operations as follows:
 - Excision of partially or completely impacted teeth;
 - Excisions of tumors and cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth when such conditions require pathological examinations;
 - Surgical procedures required to correct accidental injuries of the jaws, cheeks, lips, tongue, roof and floor of the mouth;
 - Reduction of fractures and dislocation of the jaw;
 - External incision and drainage of cellulitis;
 - Incision of accessory sinuses, salivary glands or ducts;
 - Frenectomy (the cutting of the tissue in the midline of the tongue; and
 - Orthognathic surgery for a congenital anomaly, **Bodily Injury** or **Sickness** causing a **Functional Impairment**.

MEDICAL BENEFITS – LIMITATIONS AND EXCLUSIONS

The limitations and exclusions section of the Policy is modified as follows:

This Policy does NOT provide benefits for:

- **Sickness** or **Bodily Injury** caused by the member:
 - engagement in an illegal occupation; or
 - commission of or an attempt to commit a criminal act.

This exclusion does not apply to the extent inconsistent with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), such as a **Sickness** or **Bodily Injury** due to an act of domestic violence or a medical condition (including both physical and mental health conditions).

- Vitamins, dietary supplements, and dietary formulas, except enteral formulas, nutritional supplements or low protein modified food products for the treatment of an inherited metabolic disease, e.g. phenylketonuria (PKU).

Humana Insurance Company

[Signature of Officer]

[Typed Name of Officer]

[Title of Officer]